Beaird Industries, Inc.; and Beaird Company, Ltd. *and* International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union 2297

Beaird Company, Ltd. *and* International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union 2297. Cases 15–CA–17315, 15–CA–17355, 15–CA–17366, 15–CA–17424, 15–CA–17425, 15–CA–17484, 5–CA–17708, 15–CA–17804, 15–CA–17948, 15–CA–17982, 15–CA–17983, 15–CA–18002, and 15–CA–18012

July 21, 2009

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBER SCHAUMBER

The General Counsel seeks a default judgment in this case on the ground that the Respondents, Beaird Industries, Inc. (Respondent Industries), and Beaird Company, Ltd. (Respondent Company), have failed to file answers to the amended second consolidated complaint. Upon charges filed on various dates by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union 2297 (Union),[1] the General Counsel issued a series of complaints and amended complaints against the Respondents.[2] The last of these, the amended second consolidated complaint, repeats allegations in earlier complaints that Respondent Industries violated Section 8(a)(5) of the Act, that Respondent Company violated Section 8(a)(1), (3), and (5) of the Act, and that Respondent Company is a *Golden State* successor[3] to Respondent Industries with knowledge of Respondent Industries' unfair labor practices and with joint and several liability for them.

Respondent Company filed timely answers to the original complaint, the first consolidated complaint, and the second consolidated complaint. The answers admitted certain complaint allegations, but denied all allegations of unfair labor practices, denied that Respondent Company was a *Golden State* successor with knowledge of, and shared liability for, Respondent Industries' unfair labor practices, and denied, due to lack of sufficient information, allegations that Respondent Industries had violated the Act. The answers also asserted certain affirmative defenses. Respondent Company did not file an answer to the amended second consolidated complaint.

Respondent Industries did not file an answer to any complaint version.

On February 4, 2009, the General Counsel filed with the Board a Motion for Default Judgment against the Respondents. Thereafter, on February 12, 2009, the Board issued an Order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Neither Respondent filed a response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment[4]

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is

[1] The original charge in Case 15–CA–17315 was filed by the Union on March 22, 2004, and amended charges were filed on April 12 and May 17, 2004, and November 16, 2006. The original charge in Case 15–CA–17355 was filed on May 3, 2004, and amended charges were filed on June 2, 2004, and November 16, 2006. The charge filed in Case 15–CA–17424 was filed on July 7, 2004. The original charge in Case 15–CA–17425 was filed on July 7, 2004, and an amended charge was filed on November 16, 2006. The original charge in Case 15–CA–17366 was filed on May 17, 2004, and amended charges were filed on May 19 and August 21, 2004, and November 14, 2006. The original charge in Case 15–CA–17484 was filed on August 30, 2004, and amended charges were filed on September 10, October 27, and November 24, 2004. The charge in Case 15–CA–17708 was filed on May 10, 2005. The original charge in Case 15–CA–17804 was filed on August 19, 2005, and the amended charge was filed on August 25, 2005. The original charge in Case 15–CA–17948 was filed on March 3, 2005, and amended charges were filed on April 6 and November 14, 2006, and May 29, 2007. The charge in Case 15–CA–17982 was filed on April 6, 2006. The charge in Case 15–CA–17983 was filed on April 6, 2006. The charge in Case 15–CA–18002 was filed on May 1, 2006. The original charge in Case 15–CA–18012 was filed on May 10, 2006, and the amended charges were filed on July 10 and August 28, 2006.

[2] The original complaint against Respondent Company issued on January 26, 2005. The first consolidated complaint against Respondent Industries and Respondent Company issued on November 29, 2006. The second consolidated complaint against the Respondents issued on June 29, 2007. The amended second consolidated complaint issued on December 10, 2008.

[3] See *Golden State Bottling Co. v. NLRB*, 414 U.S. 168 (1973).

[4]. Effective midnight December 28, 2007, Members Liebman, Schaumber, Kirsanow, and Walsh delegated to Members Liebman, Schaumber, and Kirsanow, as a three-member group, all of the Board's powers in anticipation of the expiration of the terms of Members Kirsanow and Walsh on December 31, 2007. Pursuant to this delegation, Chairman Liebman and Member Schaumber constitute a quorum of the three-member group. As a quorum, they have the authority to issue decisions and orders in unfair labor practice and representation cases. See Sec. 3(b) of the Act. See *Snell Island SNF LLC v. NLRB*, 568 F.3d 410, (2d Cir. 2009); *New Process Steel v. NLRB*, 564 F.3d 840 (7th Cir. 2009), petition for cert. filed 77 U.S.L.W. 3670 (U.S. May 22, 2009) (No. 08-1457); *Northeastern Land Services v. NLRB*, 560 F.3d 36 (1st Cir. 2009), rehearing denied No. 08-1878 (May 20, 2009). But see *Laurel Baye Healthcare of Lake Lanier, Inc. v. NLRB*, 564 F.3d 469 (D.C. Cir. 2009), petitions for rehearing denied Nos. 08-1162, 08-1214 (July 1, 2009)

shown. In addition, the second amended consolidated complaint affirmatively states that each Respondent must file an answer and that the answers must be received by the Regional Office on or before December 24, 2008. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated December 30, 2008, notified the Respondents that, unless an answer was received by January 6, 2009, a motion for default judgment would be filed.

In the absence of good cause being shown for the failure of Respondent Industries to file a timely answer, we deem the allegations in the complaint as to that Respondent to be admitted as true, and we grant the General Counsel's Motion for Default Judgment in relevant part.

Respondent Company did, however, file timely answers to the original complaint, the consolidated complaint, and the second consolidated complaint. "The Board will not grant default judgment on an allegation responded to in a timely-filed answer to a complaint even though the respondent later fails to timely answer an amended complaint repeating that allegation, provided that the repeated allegation is 'substantively unchanged' from the original." *RFS Ecusta, Inc.*, 342 NLRB 920, 920–921 (2004). Here, the amended second consolidated complaint simply repeats prior complaint allegations that Respondent Company committed several unfair labor practices and that it is a *Golden State* successor jointly liable to remedy unfair labor practices committed by predecessor Respondent Industries. Respondent Company adequately denied these allegations in its answer to the second consolidated complaint and was not obligated to do so again in response to the amended second consolidated complaint in order to preserve its right to a hearing on the allegations. Accordingly, we shall deny the General Counsel's Motion for Default Judgment against Respondent Company and remand the portion of this proceeding pertaining to that Respondent to the Region for further appropriate action.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times until about April 22, 2004, Respondent Industries was a Delaware corporation with an office and place of business in Shreveport, Louisiana, where it engaged in the business of manufacturing industrial equipment. In conducting this business, Respondent Industries annually sold and shipped from its Shreveport facility goods valued in excess of $50,000 directly to points outside the State of Louisiana, and it annually purchased and received at its Shreveport facility goods valued in excess of $50,000 directly from points outside the State of Louisiana.

We find that Respondent Industries was at all material times an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. We also find that International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union 2297, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

On March 30, 1990, the Union was certified as the exclusive collective-bargaining representative of employees of Respondent Industries in the following unit, which is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All production and maintenance employees, including, but not limited to material expediters, shipping, and receiving, chief shipper and receiver, inspectors, toolroom attendants, welders, welder trainees, welder technicians, maintenance mechanics, plant clericals, senior plant clerks, working leadmen, bay leadmen, radiographers and trainees, stress oven operators, electricians, fitters, tool grinders, grinders, machinists, helpers, torch burners, machine center operators, layout material handymen, painters, product finishers, and sandblasters; excluding office clerical, office clean up employees, professional employees, draftsmen, nurses, industrial engineers, material control clerks (purchasing), traffic/building clerk, traffic analyst, traffic manager, watchmen, guards, and supervisors as defined in the Act.

From about March 30, 1990, to about April 22, 2004, the Union had been the exclusive collective-bargaining representative, within the meaning of Section 9(a) of the Act, of the unit employees employed by Respondent Industries. The Union's representative status was recognized and embodied in successive collective-bargaining agreements, the most recent of which was effective by its terms from December 5, 2002, through November 20, 2006.

Respondent Industries, unilaterally and contrary to established seniority and past practice, laid off unit employees on November 10, 17, 23, and 30, 2003, in early December and on December 19, 2003, on January 9, 18, 2004, and other dates that month, and it failed to recall unit employees in mid-January 2004, when employees of less seniority had been recalled. About May 28, 2004, the Union was first put on notice that since about December 2003, Respondent Industries had unilaterally ceased making payments for prescription safety glasses

for unit employees. About early January 2004, Respondent Industries assigned nonbargaining unit personnel to perform the bargaining unit work of toolroom attendants and of the lead unit employee in the building and grounds department at Respondent Industries' facility.

The above-described conduct by Respondent Industries related to wages, hours, and other terms and conditions of employment of the unit employees and therefore involved mandatory subjects for the purposes of collective bargaining. By engaging in this conduct without prior notice to the Union and without affording the Union an opportunity to bargain with respect to this conduct and its effects, Respondent Industries violated Section 8(a)(5) of the Act.

About early February 2004, Respondent Industries retained contractor H & H X-Ray Service to x-ray "Silencer" line shells, bargaining unit work, at Respondent Industries' facility. About March 18, 2004, Respondent Industries ceased operations, shut down its Shreveport facility, and terminated its work force. About March 18 or 19, 2004, Respondent Industries retained temporary service Express Personnel Services to provide employees to perform bargaining unit work at Respondent Industries' facility.

The above-described conduct by Respondent Industries related to wages, hours, and other terms and conditions of employment of the unit employees and therefore involved mandatory subjects for the purposes of collective bargaining. By engaging in this conduct without prior notice to the Union and without affording the Union an opportunity to bargain with respect to the effects of this conduct, Respondent Industries violated Section 8(a)(5) of the Act.[5]

On March 11, 2004, the Union, by letter, requested that Respondent Industries furnish the Union with information relating to the possible sale of Respondent Industries or its assets, the effects thereof, and a possible purchaser. Respondent Industries delayed in furnishing this information to the Union. In the same letter, the Union requested information relating to the splitting, moving, replacing, selling, or outsourcing of the "Silencer" line, and it requested documents relating to the sale of Respondent Industries and its assets and the terms thereof. Since that date, Respondent Industries failed and refused to provide this requested information.

On March 22, 2004, the Union, by letter, requested that Respondent Industries furnish the Union with the following itemized information:

> B. Provide a current list of the employees affected by the decision to close/sell. For each employee, provide the following:
>
> . . . .
>
> 3. Shift;
>
> . . . .
>
> C. Provide a copy of the current timetable, and specify the variables, regarding your plan to close.
>
> . . . .
>
> E. Provide information as to what will happen to Employer's property, assets, and the equipment located therein as a consequence of the sale/closing. Will it be sold? To whom? Have there been any contracts, etc.?
>
> . . . .
>
> J. What are the Company's plans for the plant, machinery, and equipment?
>
> K. What will happen to the work formerly performed at this plant?
>
> L. What is the schedule of layoffs and production cut. .
>
> . . . .
>
> Q. Copies of any correspondence to employees, supervisors, shareholders, owners, or any others, on the subject of the shutdown.

Since about March 22, 2004, Respondent Industries has failed and refused to furnish the information requested in items B3, K, and Q above. In addition, Respondent Industries delayed in furnishing to the Union the information requested in items C, E, J, and L above.

The above-described information in the Union's March 11 and 22 letters was necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of bargaining unit employees. By failing and refusing to provide part of the requested information, and by delaying in providing the rest of it, Respondent Industries violated Section 8(a)(5) of the Act.

CONCLUSION OF LAW

By the acts and conduct described above, Respondent Industries has failed and refused to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees, and has thereby engaged

[5] The General Counsel does not allege that the failure to bargain about the *decisions* to subcontract unit x-ray work, to shutdown the facility, to terminate the work force, and to retain temporary service Express Personnel Services to provide employees to perform unit work was unlawful.

in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent Beaird Industries, Inc. has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, to remedy Respondent Industries' unlawful failure and refusal to bargain with the Union about the effects of its decisions to close its Shreveport, Louisiana facility, to terminate its employees, and to retain temporary service Express Personnel Services to provide employees to perform bargaining unit work, we shall order Respondent Industries to bargain with the Union, on request, about the effects of those decisions. As a result of Respondent Industries' unlawful conduct, however, the unit employees have been denied an opportunity to bargain through their collective-bargaining representative at a time when the Respondent might still have been in need of their services and a measure of balanced bargaining power existed. Meaningful bargaining cannot be assured until some measure of economic strength is restored to the Union. A bargaining order alone, therefore, cannot serve as an adequate remedy for the unfair labor practices committed.

Accordingly, we deem it necessary, in order to insure that meaningful bargaining occurs and to effectuate the policies of the Act, to accompany our bargaining order with a limited backpay requirement designed both to make whole the employees for losses suffered as a result of the violations and to recreate in some practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for Respondent Industries. We shall do so by ordering Respondent Industries to pay backpay to the terminated employees in a manner similar to that required in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), as clarified by *Melody Toyota*, 325 NLRB 846 (1998).[6]

Thus, Respondent Industries shall pay its terminated employees backpay at the rate of their normal wages when last in the Respondent's employ from 5 days after the date of this Decision and Order until the occurrence of the earliest of the following conditions: (1) the date Respondent Industries bargains to agreement with the Union on those subjects pertaining to the effects of the closing of its facility on its employees; (2) a bona fide impasse in bargaining; (3) the Union's failure to request bargaining within 5 business days after receipt of this Decision and Order, or to commence negotiations within 5 business days after receipt of the notice from Respondent Industries of its desire to bargain with the Union; or (4) the Union's subsequent failure to bargain in good faith.

In no event shall the sum paid to these employees exceed the amount they would have earned as wages from the date on which Respondent Industries closed its facility to the time they secured equivalent employment elsewhere, or the date on which Respondent Industries shall have offered to bargain in good faith, whichever occurs sooner. However, in no event shall this sum be less than what the employees would have earned for a 2-week period at the rate of their normal wages when last in Respondent Industries' employ. Backpay shall be based on earnings which the unit employees would normally have received during the applicable period, less any net interim earnings, and shall be computed in accordance with *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[7]

In addition, having found that Respondent Industries unlawfully laid off and recalled employees contrary to established seniority and past practice, ceased paying prescription safety glasses for unit employees, and assigned nonbargaining unit personnel to perform the bargaining unit work of unit employees, we shall require that any unit employees who suffered losses as a result of these actions be made whole in the manner prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

We shall also order Respondent Industries to cease and desist from failing and refusing to furnish to the Union, within a reasonable time, the information that we have found is necessary for, and relevant to, the Union's performance of its duties on behalf of the unit employees, and to provide the requested information that it has heretofore failed to provide.

Finally, in view of the fact that Respondent Industries closed its Shreveport facility and terminated the unit employees working there, we shall order Respondent Industries to mail a copy of the attached notice to the Union and to the last known addresses of its former employees who were employed by the Respondent since November

[6] See also *Live Oak Skilled Care & Manor*, 300 NLRB 1040 (1990).

[7] The General Counsel seeks compound interest computed on a quarterly basis for any backpay or other monetary awards. Having duly considered the matter, we are not prepared at this time to deviate from our current practice of assessing simple interest. See, e.g., *Glen Rock Ham,* 352 NLRB 516 fn. 1 (2008), citing *Rogers Corp*., 344 NLRB 504 (2005).

10, 2003, in order to inform them of the outcome of this proceeding.

ORDER

The National Labor Relations Board orders that the Respondent, Beaird Industries, Inc., Shreveport, Louisiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain in good faith and collectively with the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union 2297, as the exclusive collective-bargaining representative of the employees in the following appropriate bargaining unit:

> All production and maintenance employees, including, but not limited to material expediters, shipping, and receiving, chief shipper and receiver, inspectors, toolroom attendants, welders, welder trainees, welder technicians, maintenance mechanics, plant clericals, senior plant clerks, working leadmen, bay leadmen, radiographers and trainees, stress oven operators, electricians, fitters, tool grinders, grinders, machinists, helpers, torch burners, machine center operators, layout material handymen, painters, product finishers, and sandblasters; excluding office clerical, office clean up employees, professional employees, draftsmen, nurses, industrial engineers, material control clerks (purchasing), traffic/building clerk, traffic analyst, traffic manager, watchmen, guards, and supervisors as defined in the Act, as amended.

(b) Laying off or recalling employees contrary to established seniority and past practice, ceasing to make payments for prescription safety glasses for unit employees, and assigning nonbargaining unit personnel to perform the bargaining unit work of toolroom attendants and of the lead unit employee in the building and grounds department, without prior notice to the Union and without affording the Union an opportunity to bargain with respect to this conduct and the effects of this conduct on unit employees.

(c) Retaining an outside contractor to perform bargaining unit x-ray work, ceasing operations and closing the Shreveport, Louisiana facility, terminating the unit employees working there, and thereafter retaining a temporary personnel service to provide employees to perform bargaining unit work, without prior notice to the Union and without affording the Union an opportunity to bargain over the effects of this conduct on unit employees.

(d) Delaying or refusing to provide information requested by the Union which is necessary for and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of unit employees.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make whole unit employees, with interest, for any loss of earnings and other benefits they may have suffered as a result of its unlawful failure to bargain prior to laying off unit employees on various dates from November 2003 through January 2004, failing to recall unit employees when employees of less seniority were recalled in mid-January 2004, ceasing payments for prescription safety glasses for unit employees in December 2003, and assigning non-bargaining unit personnel to perform the bargaining unit work of toolroom attendants and the lead unit employee in the building and grounds department, as set forth in the remedy section of this decision.

(b) On request, bargain with the Union over the effects on unit employees of retaining H & H X-Ray Services to perform the bargaining unit work of x-raying "Silencer" line shells, ceasing operations and closing the Shreveport, Louisiana facility, terminating unit employees working there, and retaining temporary service Express Personnel Services to provide employees to perform bargaining unit work, and reduce to writing and sign any agreement reached as a result of such bargaining.

(c) Pay to the affected unit employees their normal wages for the period set forth in the remedy section of this decision.

(d) Provide the Union with the following requested information which is necessary for and relevant to the Union's performance of its duties on behalf of the unit employees: (i) information relating to the splitting, moving, replacing, selling or outsourcing of the "Silencer" line, and documents relating to the sale of Respondent Industries and its assets and the terms thereof, as requested in the Union's March 11, 2004, letter; (ii) information items B3, K, and Q, as requested in the Union's March 22, 2004 letter.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(f) Within 14 days after service by the Region, duplicate and mail, at its own expense after being signed by the Respondent's authorized representative, copies of the attached notice marked "Appendix,"[8] to the Union and to all unit employees who were employed by the Respondent Industries at any time since November 10, 2003.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the allegations in the amended second consolidated complaint relating to Respondent Beaird Company, Ltd. be severed and remanded to the Regional Director for further proceedings consistent with this Decision and Order.

Dated, Washington, D.C. July 21, 2009

Wilma B. Liebman, Chairman

Peter C. Schaumber, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
MAILED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to mail and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT FAIL or refuse to bargain in good faith with the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union 2297 (Union) as the exclusive collective-bargaining representative of our employees in the following appropriate bargaining unit:

> All production and maintenance employees, including, but not limited to material expediters, shipping, and receiving, chief shipper and receiver, inspectors, toolroom attendants, welders, welder trainees, welder technicians, maintenance mechanics, plant clericals, senior plant clerks, working leadmen, bay leadmen, radiographers and trainees, stress oven operators, electricians, fitters, tool grinders, grinders, machinists, helpers, torch burners, machine center operators, layout material handymen, painters, product finishers, and sandblasters; excluding office clerical, office clean up employees, professional employees, draftsmen, nurses, industrial engineers, material control clerks (purchasing), traffic/building clerk, traffic analyst, traffic manager, watchmen, guards, and supervisors as defined in the Act, as amended.

WE WILL NOT lay off or recall employees contrary to established seniority and past practice, cease making payments for prescription safety glasses for unit employees, or assign non-bargaining unit personnel to perform the bargaining unit work of toolroom attendants and of the lead unit employee in the building and grounds department, without prior notice to the Union and without affording the Union an opportunity to bargain with respect to this conduct and the effects of this conduct on unit employees.

WE WILL NOT retain an outside contractor to perform bargaining unit x-ray work, cease operations, and close our Shreveport, Louisiana facility, terminate the unit employees working there, and thereafter retain a temporary personnel service to provide employees to perform bargaining unit work, without prior notice to the Union and without affording the Union an opportunity to bargain over the effects of this conduct on unit employees.

WE WILL NOT delay or refuse to provide information requested by the Union which is necessary for, and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL make whole unit employees, with interest, for any loss of earnings and other benefits they may have suffered as a result of our unlawful failure to bargain prior to laying off unit employees on various dates from November 2003 through January 2004, failing to recall

[8] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

unit employees when employees of less seniority were recalled in mid-January 2004, ceasing payments for prescription safety glasses for unit employees in December 2003, and assigning non-bargaining unit personnel to perform the bargaining unit work of toolroom attendants and of the lead unit employee in the building and grounds department.

WE WILL, on request, bargain with the Union over the effects on unit employees of our retaining H & H X-Ray Services to perform the bargaining unit work of x-raying "Silencer" line shells, ceasing operations and closing the Shreveport, Louisiana facility, terminating unit employees working there, and thereafter retaining temporary service Express Personnel Services to provide employees to perform bargaining unit work, and WE WILL reduce to writing and sign any agreement reached as a result of such bargaining.

WE WILL pay to unit employees affected by our unilateral conduct described in the preceding paragraph their normal wages for the period set forth in the remedy section of the Board's Decision and Order.

WE WILL provide the Union with the relevant bargaining information that it requested in letters of March 11 and 22, 2004, which we have failed and refused to provide.

BEAIRD INDUSTRIES, INC.